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PRINCE GEORGE'S COUNTY
Courthouse, Upper Marlboro, Maryland 20870
TELEPHONE: 627-3000 (AREA CODE 301)

COUNTY COMMISSIONERS
FRANCIS J. ALUISI, CHAIRMAN
FRANCIS B. FRANCOIS, VICE CHAIRMAN
JESSE S. BAGGETT
M. BAYNE BROOKE
GLADYS NOON SPELLMAN

DEPARTMENT OF
PUBLIC WORKS
JOHN H. MARBURGER, JR.
ADMINISTRATOR

March 24, 1969

Mr. Charles Tresp
P. O. Box 9409
Arlington, Virginia, 22209

this personal P.O. Box

RE: Riverview Road 4-067
R/W Case No. 207-14

Dear Mr. Tresp:

Enclosed, for your records, are four (4) executed copies of the land use permit in the above referenced case.

Sincerely yours,

/s/ Don Ellis

Don Ellis
Right of Agent III

DE/bd

Attachment

MORI/CDF

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R/W CASE NO. 207-14

THIS LAND USE PERMIT, made this 18th day of March, 1969, by and between: The Central Intelligence Agency, party of the first part, hereinafter called "landowner", and The Board of County Commissioners for Prince George's County, Maryland, party of the second part hereinafter called "County".

WITNESSETH: In consideration of $1.00 and of the benefits accruing or to accrue to the "landowner" by the improvement and reconstruction of Riverview Road, along, through and/or over the land of the "landowner", the said "landowner" does hereby agree to allow the "County" to construct, maintain, reconstruct, and inspect the roadway and/or drainage facilities as shown on Prince George's County Right of Way Plats Numbered 834, 835, and 836, attached hereto and made a part hereof. The land shown thereon to be used by the party of the second part is further described as follows:

> Being a parcel of land lying adjacent and contiguous to the northerly property line of the whole tract, known as "Parcel B", as acquired in Liber 1033, Folio 472, among the Land Records of Prince George's County, Maryland, having a depth of from ten (10) feet (opposite centerline station 3 + 46) minimum, to a depth of twenty-five (25) feet (opposite centerline station 35 + 35) maximum, together with the drainage areas as shown on the above referred plats; said drainage areas being forty feet in width with 2 ten foot temporary construction strips, one on each side of the drainage, adjacent and contiguous to either side of the forty foot drainage easements, to be used during original construction only.

The "County" agrees under this permit to do the following:

1. Erect or cause to be erected, a new fence equal to that as now exists, or relocate the existing fence to the new right of way line, as determined by the "County" and subject to the approval of the "landowner".

2. Existing dogwood trees along the fence to be replaced with suitable evergreen trees of a height of not less than five (5) feet. Any small dogwood trees that can be moved, will be placed along the new fence, subject to the approval of the "landowner".

3. The existing 18" driveway pipe will be replaced by an 18"X29" CMP in order that the area may be drained properly.

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4. All signs located on the existing fence will be relocated on the new fence.

5. All drainage facilities to be positioned so as not to interfere with or require removal of any guys, poles, cables, etc., on the property.

6. The "County" will remove snow from the driveway leading from Riverview Road to the facility as now exists. This is to be done when and at the same time that snow is removed from Riverview Road. No other maintenance under this agreement is implied or intended pertaining to this driveway.

7. All work shall be done in a workmanlike manner.

8. Access to the existing facility shall be maintained at all times.

The "landowner" agrees that the consideration herein mentioned shall be in lieu of any and all claims to compensation and damages by reason of the specific construction, maintenance and operation of the highway and drainage facilities referred to herein.

It is further understood and agreed, that the conditions and agreements contained herein are binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors, and assigns, respectively, and that no waiver or any other breach of any conditions or agreements contained herein shall be construed to be a waiver of that condition or agreement or any subsequent breach thereof, or of this agreement.

In testimony whereof, the "landowner" and the "County" have signed these presents and affixed their seal, the day and year hereinbefore written. Signed in the presence of:

THE CENTRAL INTELLIGENCE AGENCY

Robert L. Bannerman

ROBERT L. BANNERMAN 04 FEB 1969
DEPUTY DIRECTOR, SUPPORT

THE BOARD OF COUNTY COMMISSIONERS FOR PRINCE GEORGE'S COUNTY, MARYLAND

Jean M. Schmuhl

JEAN SCHMUHL, CLERK

Francis J. Aluisi

FRANCIS J. ALUISI, CHAIRMAN

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